

ERIC MECHAM
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January 27, 2002

SENT VIA:

E-MAIL TO: Microsoft.atr@usdoj.gov

~~X~~ VIA FACSIMILE COPY TO: (202) 307-1454 or (202) 616-9937

The Honorable Colleen Kollar-Kotally
U.S. District Court, District of Columbia

c/o Renata B. Hesse
Antitrust Division, U.S. Department of Justice
601 D Street NW, Suite 1200
Washington, D.C. 20530-0001

Re: Microsoft Settlement

Dear Judge Kollar-Kotally:

I understand you are receiving comments concerning the proposed Microsoft settlement, and I wish to be heard on the subject.

I believe it was appropriate for the Department of Justice to bring the antitrust case against Microsoft concerning its anti-competitive actions. It was long overdue. However, I am concerned that the case is being settled without imposing appropriate remedies against Microsoft.

This is not the first case brought against Microsoft. Each time, the parties thought they had resolved their problems only to find that Microsoft had found a way around compliance with the settlement agreement. Therefore, settlement of those prior cases has not well-served the public interest in having Microsoft stop its anti-competitive behavior.

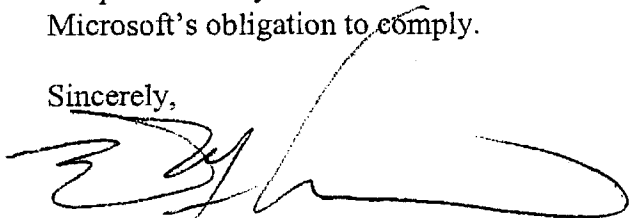
Microsoft has proven that it can not be trusted to self-police, and the language of the proposed settlement agreement is not tight enough to prevent future violations of antitrust laws. Some of the agreement's provisions grant too much discretion to Microsoft to determine if and when they will comply with some of its provisions. If left to enforce the agreement itself, Microsoft find a way to interpret the agreement in its favor. This is only natural, however, it does not solve the problems that concerned the Department of Justice in the beginning.

Microsoft has already been found to have violated federal antitrust laws. Break-up may be the only way to finally rein Microsoft in, however, whatever remedy is finally imposed, it must take into account past and the potential for future violations of the same laws. The proposed

settlement does not do this. The proposed agreement does not prevent future anti-competitive actions against vendors, suppliers, retailers and competitors.

I request that any settlement or court order be tightly worded to avoid any question as to Microsoft's obligation to comply.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Mecham', with a large, sweeping loop at the end.

Eric Mecham

cc: The Honorable Mark Shurtleff, Utah Attorney General